

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

United States of America	:	Case Number: 1:18-cv-681
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Unknown Spouse, Heirs,	:	
Devisees, Legatees, Executors,	:	
Administrators, and Assigns,	:	
If Any, of Ruby E. Bullock, Deceased	:	
Address Unknown	:	
	:	
Robert A. Goering,	:	
Treasurer of Hamilton County, Ohio	:	
	:	
Defendants.	:	

COMPLAINT
IN FORECLOSURE

1. Jurisdiction is founded upon 28 U.S.C. §1345.

2. On or about October 3, 2003, Ruby E. Bullock executed and delivered to Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB, its successors and assigns, an Adjustable Rate Open End Mortgage (Home Equity Conversion) (hereinafter "Note"). A copy of the Adjustable Rate Note is attached hereto as Exhibit A fully incorporated and made a part hereof by this reference. Under the terms of the Uniform Covenants Borrower shall pay when due the principal of \$120,000.00 and interest on, the debt evidenced by the Note.

3. **BORROWER'S PROMISE TO PAY; INTEREST**

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated October 24, 2003 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan

Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on February 16, 2074. Interest will be charged on unpaid principal at the rate of TWO AND SEVENTY-NINE HUNDREDTHS percent (2.790%) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

4. Prior to the execution of the note and mortgage, Ruby E. Bullock was duly advised and counseled regarding the United States' Home Equity Conversion Mortgage ("HECM") loan program, which program is regulated and set forth in 24 C.F.R. Part 206, et seq. and all subsequent handbooks (4330.1 REV-5), mortgage letters, etc. as set forth by the Secretary of the Department of Housing and Urban Development. The purpose of this program is set forth in 24 C.F.R. §206.1, and as "... set out in Section 255(a) of the National Housing Act, Public Law 73 - 479, 48 STAT. 1246 (12 U.S.C. §1715z-20)"; being further regulated by handbook 4330.01 Rev. 5 and all subsequent mortgage letters as issued and set forth by the Secretary of the Department of Housing and Urban Development.

5. Simultaneously with the execution and delivery of the Note, and in order to secure the payment of said Note, Ruby E. Bullock executed and delivered to Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB, its successors and assigns, an Adjustable Rate Open-End Mortgage("mortgage"), a copy of which is attached hereto as Exhibit B. Said Mortgage was duly recorded on December 3, 2003 in Mortgage Record Volume 9470, Page 4647, in the Recorder's Office, Hamilton County, Ohio.

6. The United States of America, acting through the Secretary of the Department of Housing and Urban Development is the owner and holder of said note by virtue of a Corporation Assignment of Mortgage from Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB, its successors and assigns, to the Secretary of the Department of

Housing and Urban Development recorded on April 13, 2010, in Mortgage Record Volume 11405, Page 931, in the Recorder's Office, Hamilton County, Ohio. A copy of said Assignment of Security Instrument is attached hereto as Exhibit C.

7. Ruby E. Bullock died intestate on October 11, 2013. A copy of Ruby E. Bullock's Certificate of Death is attached hereto as Exhibit D.

8. No probate estate has been created by the filing of a Petition in the Probate Court of Hamilton County, Ohio for Ruby E. Bullock.

9. Under the terms of Paragraph 7 of the Note (Exhibit A) and Paragraph 9 of the Mortgage (Exhibit B), payment in full was required on the date of death of Ruby E. Bullock. Consistent with said terms and default, full and immediate payment is due and demanded. Said mortgage has become absolute and the United States is entitled to a foreclosure of the same and the equity of redemption therein.

10. The following sums are due to the United States of America, acting through the Secretary of Housing and Urban Development on the mortgage indebtedness of Ruby E.

Bullock, Deceased:

(A)	Unpaid Principal	\$ 54,613.04
(B)	Interest accrued in accordance with adjustable rate note/mortgage: initial signing rate of 3.290% per annum and adjustable every year thereafter	\$ 31,349.55
(C)	MIP advances for tax payments and insurance set forth in 24 C.F.R. §§206.27 and 206.103, et seq. and HUD handbook 4330.1 (13-14), et seq.	\$ 7,229.55
(D)	Service Charge set forth in HUD handbook 4330.1 (13-15)	\$ <u>6,090.00</u>
TOTAL (as of March 21, 2018)		\$99,282.14

11. As of March 21, 2018, there is a total amount of \$99,282.14 due and owing to Plaintiff. A copy of the Statement of Account is attached hereto as Exhibit E.

12. Defendants, Unknown Spouse, Heirs, Devisees, Legatees, Executors, Administrators, and Assigns, if any, of Ruby E. Bullock, Deceased, have or may claim to have an interest in the real property described in Exhibit B.

13. The Defendant, Robert A. Goering, Treasurer of Hamilton County, Ohio, has or may claim some lien or interest in said mortgaged premises by reason of unpaid real estate taxes or assessments thereon.

WHEREFORE, the United States of America prays:

a. That the Court find there is due and owing to the United States of America on the mortgage indebtedness of Ruby E. Bullock, Deceased, the principal amount of \$54,613.04 (including tax, insurance advances, service fees and repairs set aside), and interest in the amount of \$31,349.55, totaling \$99,282.14 together with interest at the rate of 3.290% from March 21, 2018, to the date of sale, plus interest thereafter at the legal rate, and all costs, disbursements and expenses (see Statement of Account, attached hereto as Exhibit E);

b. That the Court find said mortgage of the United States of America is a good, valid and subsisting lien against the real property described in said mortgage;

c. That the Court find the United States of America is entitled to the foreclosure of said mortgage and the equity of redemption therein;

d. That Defendants herein named be required to establish their respective claims and liens, if any, pertaining to the real property described in Exhibit B, or be forever barred from asserting the same;

e. For an order foreclosing the mortgage and equity of redemption as set forth herein,

determining the validity of all other claims and liens against the mortgaged premises, and subjecting the mortgaged premises to sale free and clear of the liens and claims of the parties to this action, for the purpose of satisfying the claim of the United States of America;

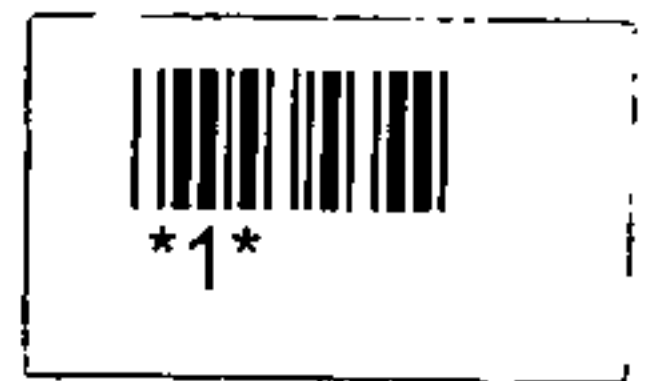
f. That the priority of liens against the real property be determined by the Court, and the proceeds of sale of said real property, after proper court costs, be distributed among the owners and holders of liens against said real property in their order of priority as determined by the Court; and

g. For all further and proper relief, both legal and equitable, to which the parties hereto may be entitled.

Respectfully submitted,

BENJAMIN C. GLASSMAN
United States Attorney

s/Nicholas J. Pantel
NICHOLAS J. PANTEL (0021329)
Assistant United States Attorney
221 East Fourth Street, Suite 400
Cincinnati, Ohio 45202
Office: (513) 684-3711
Fax: (513) 684-6972
E-mail: Nicholas.Pantel@usdoj.gov



ADJUSTABLE RATE NOTE (HOME EQUITY CONVERSION)

OCTOBER 24, 2003

PROPERTY ADDRESS

FHA Case Number: 4113684409-952

1850 BALTIMORE AVE.
CINCINNATI, OHIO 45225
HAMILTON COUNTY

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated OCTOBER 24, 2003 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on FEBRUARY 16, 2074. Interest will be charged on unpaid principal at the rate of TWO AND SEVENTY NINE HUNDREDTHS percent (2.790%) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at 500 Northridge Road, #500, Atlanta, Georgia 30350 or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of assignment.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of JANUARY, 2004 and on that day of each succeeding month. Change Date means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of one and fifty hundredths percentage points (1.50%) to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

2.8

EXHIBIT A

(D) Limits on Interest Rate Changes

The interest rate will never increase above TWELVE AND SEVENTY NINE HUNDREDTHS PERCENT.

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PREPAY

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be created to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT IN FULL**(A) Death or Sale**

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower (or retaining a beneficial interest in a trust with such an interest in the Property), or (c) a life estate in the Property.

(B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

BB.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interest in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.


If the circumstances described in (i) or (ii) occur, then all payments made by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

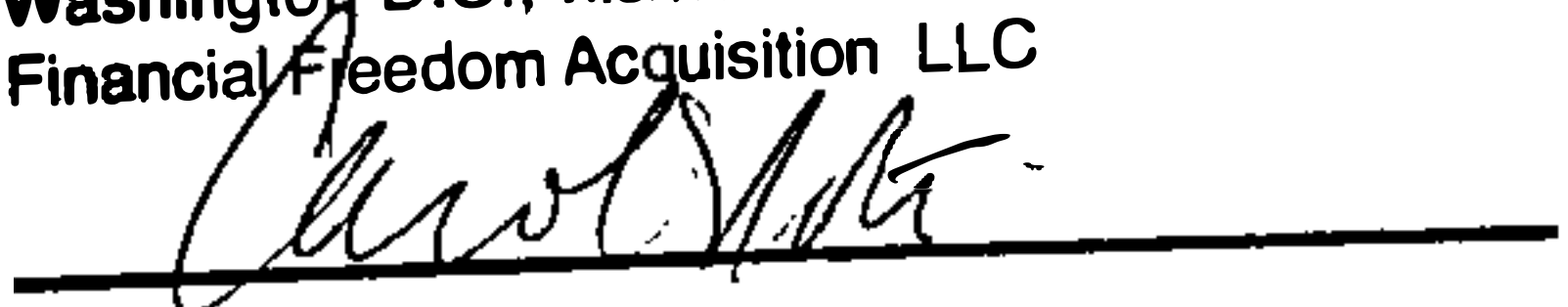
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



RUBY E. BULLOCK (Borrower)

10-24-03
Date


All right, title and interest of the undersigned to the within credit instrument is hereby assigned to the secretary of Housing and Urban Development of Washington D.C., his/her successors and assigns.
Financial Freedom Acquisition LLC



Vice President

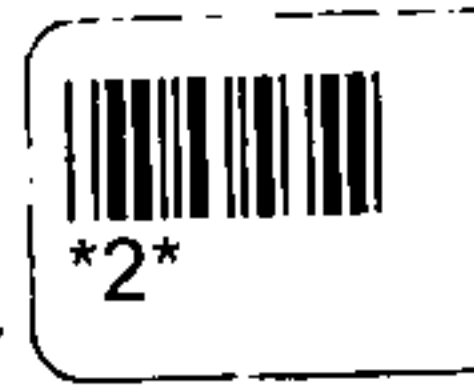
PAY TO THE ORDER OF

WITHOUT RECOURSE
FINANCIAL FREEDOM SENIOR
FINANCIAL FREEDOM SENIOR



8

**MORTGAGE
(HOME EQUITY CONVERSION)**



DB

6000098211
FLD 93C

Requested by and Return to:

Title Stream

2081 Hutton Dr., Suite 201

Carrollton, TX 75006

Attn: RECORDING 20414

Rebecca Prem Groppe
Hamilton County Records Office
Doc #: 03-0565959 Type: MT
Filed: 12/03/03 11:23:48 AM \$76.00
Off. Rec.: 09470 04647 F 8 873

FHA Case Number: 4113684409-952

LOAN NO: 4500676



STATE OF OHIO ADJUSTABLE RATE OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 24, 2003. The mortgagor is RUBY E. BULLOCK, whose address is 1850 BALTIMORE AVE., CINCINNATI, OHIO 45225 ("Borrower"). This Security Instrument is given to Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB, which is organized and existing under the laws of the State of Delaware, and whose address is 500 Northridge Road, #500, Atlanta, Georgia 30350 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, up to a maximum principal amount of \$120,000.00; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on FEBRUARY 16, 2074. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in HAMILTON County, Ohio:

The real property located at the address 1850 BALTIMORE AVE., CINCINNATI, OHIO 45225, in the county of HAMILTON, state of OHIO, described more fully on Exhibit A attached to this Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender,

EXHIBIT B

9470

4647

unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower (or a beneficial interest in a trust with such an interest in the Property), or (c) a life estate in the Property.

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9(a)(ii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9(a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgements. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgement against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. First Lien Status

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of TWO AND SEVENTY NINE HUNDREDTHS percent (2.790%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on JANUARY 1, 2004, and on the first day of _____ and on that day of each succeeding year, or X the first day of each succeeding month (Change Date) until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

_____ Annually Adjusting Variable Rate Feature.

 X Monthly Adjusting Variable Rate Feature - The Calculated Interest Rate will never increase above TWELVE AND SEVENTY NINE HUNDREDTHS PERCENT.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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24. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges, shall be obligatory.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable].

☐

Condominium Rider

☐

PUD Rider

☐

Shared Appreciation Rider

☐

Other:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Ruby E. Bullock Michelle Y. Graven

Signature

Ruby E. Bullock

RUBY E. BULLOCK (Borrower)

State of Ohio

County of HAMILTON

The foregoing instrument was acknowledged before me this 24 day of OCTOBER, 20 08 by RUBY E. BULLOCK.

Carol Kunstman

NOTARY

Title or Rank

Commission Expires 7/16/08

Serial Number, if any

This Instrument was prepared by: MEGAN AKERS, BAY DOGS, 1683 NOVATO BLVD. #3
NOVATO, CA 94947



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PRELIMINARY TITLE TO INSURE

TS Order No.: 10-00020414

Exhibit "A"

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, IN SECTION 26, TOWNSHIP 3, FRACTIONAL RANGE 2 OF THE MIAMI PURCHASE, BEGINNING AT A POINT IN THE NORTHERLY LINE OF BALTIMORE PIKE, WHICH POINT IS 186.62 FEET WEST OF THE WEST LINE OF GELGER STREET; THENCE WESTWARDLY, ALONG THE NORTHERLY LINE OF BALTIMORE AVENUE, A DISTANCE OF 52.31 FEET TO A POINT; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF A LOT CONVEYED TO JOSEPHINE DREYER BY THE HEIRS OF J. AUGUST DREYER, DECEASED, TO A POINT IN THE SOUTH LINE OF LOT NO. ONE HUNDRED FIFTYSEVEN (157) OF JOHN GEIGER'S ESTATE SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 116, HAMILTON COUNTY, OHIO RECORDS; THENCE EASTWARDLY, ALONG THE SOUTHERLY LINE OF JOHN GEIGER'S ESTATE SUBDIVISION, AFOREMENTIONED, AND AT RIGHT ANGLES TO SAID POINT, A DISTANCE OF 52.28 FEET TO A POINT; THENCE AT RIGHT ANGLES TO SAID POINT, A DISTANCE OF 96.44 FEET. MORE OR LESS, TO BALTIMORE PIKE, THE POINT OF BEGINNING. BEING THE SAME PREMISES CONVEYED TO THE GRANTOR, BERTHA STEPHANO, BY EVA POTTMANN AND WILLIAM F. POTTMANN, HER HUSBAND, BY DEED RECORDED IN BOOK 7363, PAGE 318 OF THE DEED RECORDS OF HAMILTON COUNTY, OHIO.

APN: 201-0039-03997-00

TS Order Number: 10-00020414

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RECORDING DOCUMENT
RECORDING FEE
(317.114)

RECORDING REQUESTED BY:
Financial Freedom Acquisition LLC

WHEN RECORDED RETURN TO:

First American Document Solutions
450 E. Boundary St
Chapin, SC 29036
Attn: Lien Release
10019299

PREPARED BY: Ninfa Acosta
Address: 2900 Esperanza Crossing
Austin, TX 78758
Telephone Number: (512) 918-7051

Wayne Coates
Hamilton County Records Office
Doc #: 10-0040465 Type: AM
Filed: 04/13/10 01:28:35 PM \$28.00
Off.Rec.: 11405 00931 F 2 284

1140500931F

FHA Loan Number: 4113684409

CORPORATION ASSIGNMENT OF MORTGAGE
[FFSFC TO FFA]

FOR VALUE RECEIVED, FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, a Delaware corporation ("FFSFC") whose address is 2900 Esperanza Crossing, Austin, TX 78758, does hereby grant, sell, assign, transfer and convey, unto FINANCIAL FREEDOM ACQUISITION LLC, a Delaware limited liability company, whose address is 1 BANTING, IRVINE, CA 92618, all of FFSFC's right, title and interest in, to and under that certain MORTGAGE dated OCTOBER 24, 2003 and executed by RUBY E. BULLOCK, to and in favor of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF LEHMAN BROTHERS BANK, FSB, and recorded on DECEMBER 3, 2003, in HAMILTON County, State of OHIO, [in Book 9470, at Page 4647] [as [Document # 03-0565959] (the "MORTGAGE"), which encumbers property described on Exhibit A, attached hereto and incorporated herein by this reference.

Property address: 1850 Baltimore Ave. Cincinnati, OH 45225

TOGETHER WITH the note(s) described or referred to in the MORTGAGE, the money due or to become due thereon with interest, and all rights accrued or to accrue under said MORTGAGE.

THE FOREGOING ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY FFSFC, except that FFSFC hereby warrants that: (a) no act or omission of FFA has impaired the validity and priority of the said security instruments; (b) the security instrument is a good and valid first lien and is prior to all mechanics' and materialmen's liens filed of record regardless of when such liens attach, and prior to all liens, encumbrances, or defects which may arise except such liens or other matters as have been approved by the Assignee hereunder; (c) the sum of \$120,000.00 together with the interest from the 24th day of October, 2003, at the rate of 2.790%, computed as provided in the credit instrument, is actually due and owing under the said credit instrument and (d) FFA has a good right to assign the said security and credit instruments.

IN WITNESS WHEREOF, the undersigned have executed this Corporation Assignment of MORTGAGE on 3-12-10.

FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, a Delaware corporation

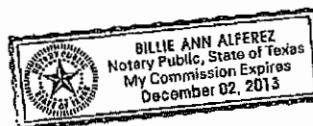
By: Carol Norton
Name: CAROL NORTON
Title: Attorney-in-Fact

STATE OF TEXAS
COUNTY OF TRAVIS

On 3/12/2010, before me, Billie Ann Alferez, a notary public in and for TRAVIS County, in the State of TEXAS, personally appeared CAROL NORTON, attorney-in-fact for FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, C/O 2900 Esperanza Crossing, Austin, TX 78758, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal

Signature Billie Ann Alferez



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EXHIBIT C

PRELIMINARY TITLE TO INSURE

TS Order No.: 10-00020414

Exhibit "A"

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, IN SECTION 26, TOWNSHIP 3, FRACTIONAL RANGE 2 OF THE MIAMI PURCHASE, BEGINNING AT A POINT IN THE NORTHERLY LINE OF BALTIMORE PIKE, WHICH POINT IS 186.62 FEET WEST OF THE WEST LINE OF GELGER STREET; THENCE WESTWARDLY, ALONG THE NORTHERLY LINE OF BALTIMORE AVENUE, A DISTANCE OF 52.31 FEET TO A POINT; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF A LOT CONVEYED TO JOSEPHINE DREYER BY THE HEIRS OF J. AUGUST DREYER, DECEASED, TO A POINT IN THE SOUTH LINE OF LOT NO. ONE HUNDRED FIFTYSEVEN (157) OF JOHN GEIGER'S ESTATE SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 116, HAMILTON COUNTY, OHIO RECORDS; THENCE EASTWARDLY, ALONG THE SOUTHERLY LINE OF JOHN GEIGER'S ESTATE SUBDIVISION, AFOREMENTIONED, AND AT RIGHT ANGLES TO SAID POINT, A DISTANCE OF 52.28 FEET TO A POINT; THENCE AT RIGHT ANGLES TO SAID POINT, A DISTANCE OF 96.44 FEET, MORE OR LESS, TO BALTIMORE PIKE, THE POINT OF BEGINNING. BEING THE SAME PREMISES CONVEYED TO THE GRANTOR, BERTHA STEPHANO, BY EVA POTTMANN AND WILLIAM F. POTTMANN, HER HUSBAND, BY DEED RECORDED IN BOOK 7363, PAGE 318 OF THE DEED RECORDS OF HAMILTON COUNTY, OHIO.

APN: 201-0039-03997-00
TS Order Number: 10-00020414

11405 932

Reg. Dist. No. 31
Primary Reg. Dist. No. 3101Ohio Department of Health
VITAL STATISTICS

State File No. 2013089452

Registrar's No. 1013003336
Type or print in permanent blue or black ink

CERTIFICATE OF DEATH

1. Decedent's Legal Name (Include AKA's if any) (First Middle, LAST, suffix) RUBY E BULLOCK		2. Sex Female	3. Date of Death (Mo/Day/Year) October 11, 2013
4. Social Security Number 289-24-0168	5a. Age (Years) 89	5b. Under 1 Year Months 89	5c. Under 1 day Hours 89
6. Date of Birth (Mo/Day/Year) February 16, 1924		7. Birthplace (City and State or Foreign Country) SHELBYVILLE, KENTUCKY	
8a. Residence State OHIO		8b. County HAMILTON	
8c. City or Town CINCINNATI		8d. Apt. No. 45225	8e. Inside City Limits? Yes
9. Ever in US Armed Forces? No		10. Marital Status at Time of Death Widowed (and not remarried)	
11. Surviving Spouse's Name (If wife, give name prior to first marriage)			
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin No	
14. Decedent's Race Other - AMERICAN INDIAN/FILIPINO			
15. Father's Name NORMAN STONE		16. Mother's Name (prior to first marriage) MAYME M COCHRAN	
17a. Informant's Name JACQUELINE D CHASE		17b. Relationship to Decedent Grand Daughter	
17c. Mailing Address (Street and Number, City, State, Zip Code) 1850 Baltimore Ave CINCINNATI, OH 45225			
18a. Place of Death Decedent's Home		18b. County of Death HAMILTON	
18c. City or Town, State and Zip Code CINCINNATI, OH 45225			
19. Signature of Funeral Service Licensee or Other Agent <i>[Signature]</i>		20. License Number (of licensee) 008668	
21. Name and Complete Address of Funeral Facility NEWCOMER FH 3300 PARKCREST LANE CINCINNATI, OH 45211			
22a. Method of Disposition Burial		22b. Date of Disposition October 17, 2013	
22c. Place of Disposition (Name of Cemetery, Crematory, or other place) Baltimore Pike Cemetery		22d. Location (City/Town and State) CINCINNATI, OH	
23. Registrar's Signature <i>[Signature]</i>		24. Date Filed OCT 21 2013	
25a. Name of Person Issuing Burial Permit JONES, CAMILLE		25b. District No. 3101	
25c. Date Burial Permit Issued 10-14-13			
26a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.		26b. Time of Death 12:23 pm	
26c. Date Pronounced Dead (Mo/Day/Year) 10-11-2013		26d. Was case referred to coroner? No	
26e. Signature and Title of Certifier <i>[Signature]</i> Frederick V. Crall		26f. License number 35.047194	
26g. Date Signed 10-15-2013			
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death CRALL, FREDERICK VINCENT, Visiting Physicians CINCINNATI, OH 45212			
28. Part I. Enter the disease, injury, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.			
Immediate Cause (Final disease or condition resulting in death) Serious Dementia		Approximate Interval Between Onset and Death years	
Sequentially list conditions, if any, leading to immediate cause.			
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)			
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.			
29a. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	
30. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> Probably		31. If Female, Pregnancy Status <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year	
32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide		<input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined	
33a. Date of Injury (Mo/Day/Year)	33b. Time of Injury	33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
33d. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No			
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)			
33f. Describe How Injury Occurred:			
33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:			

HEA 2724 Rev. 9/07

EXHIBIT D

I HEREBY CERTIFY THIS
DOCUMENT IS AN EXACT
COPY OF THE RECORD ON FILE WITH
THE OHIO DEPARTMENT OF HEALTH.

MY 29 14 15 13 74

JUDITH A. [Signature]
OFFICE OF [Signature]
WITNESS

Statement of Account**U.S. Department of Housing
and Urban Development
Office of Finance and Accounting**

HUD Field Office

To HUD/OFFICE OF GENERAL COUNSEL	1. FHA Case Number 411-3684409	2. Account Number 411-3684409
	3. Mortgagor/Owner RUBY E. BULLOCK	4. Social Security Number XXX-XX-0168
	5. Co-Mortgagor	6. Social Security Number
7. Name of original mortgagor if different from above	8. Property Address 1850 BALTIMORE AVENUE CINCINNATI, OH 45225	

Part 1. General Account Information

Original Mortgage Amount	Unpaid Principal Balance \$54,613.04	Escrow Balance	Interest Rate 3.290%	Term
Type of mortgage HECM	Last payment applied	Date	Date of oldest unpaid interest installment	
Type of Tax	Year	Amount	Date sent to RAD	Date Deducted from Account

Please Note: The information provided may change subject to un-collectibles from previous owner or foreclosures of other costs incurred but not posted against the account.**Part 2. Assumption Information / Bring Current Information**

Other mortgage is to be assumed: 1. Remit certified funds to bring account current; 2. Provide a copy of the conveyance document; 3. Provide letter from seller authorizing transfer of escrow funds to buyer (no escrow funds will be refunded); 4. Provide verification of Hazard Insurance coverage.

Bring Current Amount	
Principal	\$54,613.04
Interest	\$31,349.55
Tax Escrow Required	
Service Charge	\$6,090.00
Late Charge	
Tax Advance	
Other (specify) MIP	\$7,229.55
Interest on Advances	
Total to Bring Current as of: 03/21/2018	\$99,282.14
Current Monthly Payment Principal and Interest	
Tax Escrow	
Service Charge	
Total Monthly Payment	

See back of page if mortgage is 235

Prepared by
REBECCA L. MIDDLEBROOKS**Part 3. Payoff Information**

Principal Balance	\$54,613.04
Interest Due	\$31,349.55
Service Charge	\$6,090.00
Late Charge	
Returned Check Charge	
Advance Amount	
Tax Escrow Applied	
Other (specify) MIP	\$7,229.55
Interest on Advances	
Taxes Paid but Not Posted	
Total Payoff Amount as of: 03/21/2018	\$99,282.14
Per Diem Service Charge	
Per Diem Interest	\$10.31

Title
CASH MANAGEMENTDate
03/21/2018

I hereby certify that the above is a true and correct statement of the unpaid balance due on the Note and Mortgage (or Deed of Trust) identified above and held by the Secretary of the U.S. Department of Housing and Urban Development.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)Certified by
Kaye JamesTitle
CASH MANAGEMENTDate
03/21/2018

form HUD-698 (1/89)

EXHIBIT E

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Signature of Clerk or Deputy Clerk